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Attorneys for Plaintiff

**IN THE THIRD JUDICIAL DISTRICT
IN AND FOR SALT LAKE COUNTY, STATE OF UTAH**

STACY MCCOOEY,

Plaintiff;

vs.

PROGRESSIVE INSURANCE CO.;
PROGRESSIVE VEHICLE SERVICE CO.;
DOES I-V, and ROES CORPORATIONS VI-
X, inclusive;

Defendants.

COMPLAINT AND JURY DEMAND

Case No.

Judge:

Plaintiff, Stacy McCooey, by and through counsel, and complains against Defendants as follows:

PARTIES

1. Plaintiff, Stacy McCooey (“Ms. McCooey” or “Plaintiff”) is a resident of Summit County, Utah.
2. Upon information and belief, Defendants, Progressive Vehicle Service Company and Progressive Insurance Company (collectively “Defendants”) are Ohio corporations doing

business in Summit County, Utah.

3. DOES I-V and ROES CORPORATIONS VI-X are individuals and corporations currently unknown, but which may be added upon discovery.

JURISDICTION AND VENUE

4. This Court has jurisdiction over the parties and the subject matter of this Complaint pursuant to Utah Code Ann. § 78A-5-102 et seq.
5. Venue is proper in this Court pursuant to Utah Code Ann. §78B-3-307.

GENERAL ALLEGATIONS

6. On or about September 19, 2017, Plaintiff was travelling near 500 East and 3300 South in Salt Lake City, Utah.
7. At or about the same time, Saadi Alabid (“Tortfeasor”) was traveling near the same intersection.
8. As the vehicles approached the intersection, Tortfeasor failed to stop at a red light.
9. As Plaintiff lawfully travelled through the intersection, Tortfeasor crashed into her.
10. Plaintiff was injured both physically and emotionally in the accident.
11. Plaintiff settled with Tortfeasor for the Tortfeasor’s policy limits.
12. Plaintiff was insured by Defendants at the time of the accident.
13. Plaintiff’s policy included uninsured and underinsured vehicle coverage (“UIM Coverage”) to Plaintiff at the time of the accident.
14. The amount of UIM Coverage was not less than \$250,000.00.
15. On or about April 04, 2019, Plaintiff submitted a demand for UIM Coverage benefits to Defendants.

16. Defendants have failed to compensate Plaintiff pursuant to the policy.

FIRST CAUSE OF ACTION
(Underinsured Motorist Benefits)

17. Plaintiff realleges and incorporates herein the allegations contained in the foregoing paragraphs as if fully set forth herein.
18. Plaintiff is entitled to UIM Coverage benefits under the Policy pursuant to Utah Code § 31A-22-305.3.
19. Defendants have not paid those benefits.
20. Plaintiff has been injured by Defendants' lack of payment.

SECOND CAUSE OF ACTION
(Breach of Contract)

21. Plaintiff realleges and incorporates herein the allegations contained in the foregoing paragraphs as if fully set forth herein.
22. The Policy created a contractual relationship between Plaintiff and Defendants.
23. Plaintiff fulfilled her duties under the contract.
24. Defendants failed to fulfill its duties by failing to pay the UIM Coverage benefits.
25. Plaintiff has been damaged by Defendants' breach.

THIRD CAUSE OF ACTION
(Breach of the Covenant of Good Faith and Fair Dealing)

26. Plaintiff realleges and incorporates herein the allegations contained in the foregoing paragraphs as if fully set forth herein.
27. Defendants were subject to an implied duty to refrain from actions that would intentionally destroy or injure Plaintiff's right to receive the fruits of the Policy.

28. Defendants breached said duty by refusing to pay the UIM Coverage benefits.
29. Due to Defendants' breach of the implied duty, Plaintiff has been damaged.

DISCOVERY TIER

30. Plaintiff hereby claims this is a Tier 3 action pursuant to Utah R. Civ. P. 26(c)(3).

JURY DEMAND

31. Pursuant to Utah R. Civ. P. 38, Plaintiff hereby demands a trial by jury on all issues presented herein.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for judgment against Defendants as follows:

1. For non-economic damages in an amount to be proven at trial.
2. For economic damages in an amount to be proven at trial.
3. For incident and consequential damages in amounts to be proven at trial.
4. For attorney's fees and costs of suit herein as allowed by Utah law.
5. For interest pre and post judgment interest.
6. For punitive damages as permitted by law.
7. For such other relief as may be deemed fair and equitable under the circumstances.

SIGNED and DATED this 1st day of July 2019.

LOWE LAW GROUP

/s/ James R. Jackson
JAMES R. JACKSON
Attorneys for Plaintiff